

ORIGINAL

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11 The McGraw-Hill Companies, Inc.,
12 Pearson Education, Inc. and John Wiley
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14 2678 Cherrybark Lane
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15 Telephone: (951) 533-3943

16 Defendant

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CENGAGE LEARNING, INC., a
Delaware corporation, THE
MCGRAW-HILL COMPANIES,
INC., a New York corporation,
PEARSON EDUCATION, INC., a
Delaware corporation, and JOHN
WILEY & SONS, INC., a New York
corporation,

Case No. EDCV08-908 SGL (OPx)

[PROPOSED] ORDER RE
PRELIMINARY INJUNCTION

Plaintiffs,

vs.

DANIEL CHO d/b/a ARCHETYPE
DESIGN & SCREEN PRINTING,
and Does 1-10, inclusive,

Defendants.

1.

Cengage Learning, Inc. v. Daniel Cho: [PROPOSED] ORDER RE PRELIMINARY INJUNCTION

LODGED

1 **CONFIDENTIAL/FILED UNDER SEAL**
2 **NOT TO BE OPENED EXCEPT BY ORDER OF THE COURT**
3

4 This Court, having considered the Parties' Joint Stipulation re Preliminary
5 Injunction, and finding good cause therefore,

6 **IT IS ORDERED, ADJUDGED AND DECREED THAT:**

7 1. Defendant Daniel Cho, his business Archetype Design & Screen
8 Printing, their agents, servants, employees and attorneys, and all other persons in
9 active concert and participation with any of them are hereby restrained and enjoined,
10 pending termination of this action, from reproducing and/or selling any copy of any
11 book or other publication by any of the Plaintiffs;

12 2. Defendant Daniel Cho, his business Archetype Design & Screen
13 Printing, their agents, servants, employees, and attorneys, and all other persons who
14 are in active concert or participation with any of them are hereby restrained and
15 enjoined from allowing customers to use his photocopying machines to make
16 unauthorized copies of books;

- 17 3. Defendant is required to preserve during the pendency of this action:
18 a. All business records, including but not limited to receipts, invoices,
19 purchase orders, inventory control documents, accounting books,
20 copying records, catalogs, etc., relating to the reproduction and/or sale
21 of any book or publication;
22 b. Any printed copies in Defendant's possession of any book or
23 publication;
24 c. Any promotional or advertising material relating to the reproduction
25 and/or sale of any book or publication;
26 d. Any molds, screens, patterns, plates, files, or negatives, used for
27 reproducing.

28 2.
Cengage Learning, Inc. v. Daniel Cho: [PROPOSED] ORDER RE PRELIMINARY INJUNCTION

1 4. This Preliminary Injunction is issued without the posting by Plaintiff of
2 any additional bond.

3 5. Upon entry hereof, the Temporary Restraining Order herein, dated July
4 24, 2008, is vacated as to the stipulating Defendant.

5 6. This Order shall be deemed to have been served upon Defendants at the
6 time of the signing thereof by the Court.

7 7. The hearing on the Order to Show Cause as to the stipulating
8 Defendants is vacated.

9 8. The Sealing Order entered by the Court shall be lifted.

10 Dated: 7-25-08.


Hon. Stephen G. Larson
Judge, United States District Court,
Central District of California

15 PRESENTED BY:

16 J. Andrew Coombs, A Prof. Corp.

18 By: Nicole L. Drey
19 J. Andrew Coombs
Nicole L. Drey
20 Attorneys for Plaintiffs Cengage
Learning, Inc., The McGraw-Hill
Companies, Inc., Pearson Education,
Inc., and John Wiley & Sons, Inc.

22 Daniel Cho d/b/a Archetype Design &
23 Screen Printing

24 By: Daniel Cho
25 Daniel Cho d/b/a Archetype
Design & Screen Printing
26 Defendant, *in pro se*

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On July 25, 2008, I served on the interested parties in this action with the:

- JOINT STIPULATION RE PRELIMINARY INJUNCTION
- [PROPOSED] ORDER RE PRELIMINARY INJUNCTION

for the following civil action:

CENGAGE LEARNING, INC., et al. v. DANIEL CHO, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Daniel Cho d/b/a Archetype Design & Screen Printing
2678 Cherrybark Lane
Corona, California 92881

Place of Mailing: Glendale, California
Executed on July 25, 2008, at Glendale, California



Katrina Bartolome